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03 DEC -4 PM 2:30  
LEON COUNTY  
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December 4, 2003

Honorable Jane Sauls, Chair  
Leon County Commission  
5th Floor, Leon County Courthouse  
301 South Monroe Street  
Tallahassee, Florida 32301

**VIA Hand Delivery**

**Re: Leon County Fees & Costs Reimbursement Policy**

Dear Chairwoman Sauls

First please accept my congratulations upon your recent election to the Chair of the Leon County Commission; the citizens of Leon County are indeed fortunate to have the benefit of your past service on the Commission and prior experience as the Chair.

Secondly, may I also commend the Leon County Commission for having long ago adopted a sound policy enabling all Commissioners and other high ranking County officials to apply for reimbursement of their reasonable attorneys' fees and litigation costs whenever they successfully defend themselves from all kinds of claims, litigation and Ethics charges brought against them in their official capacity. The Commission's brilliant foresight in creating this beneficial policy is obvious.

The taxpayers of Leon County have benefitted greatly from the obvious intent of this policy, which was to settle these thorny issues in-house, fairly and administratively. In prior years the lack of any policy frequently caused County taxpayers to have to foot additional unnecessary expense by the County having to hire outside lawyers to defend against some previous public officials seeking to recover these reimbursable expenses, in accordance with the common law of Florida.

Notwithstanding the recent amendments to this long-standing County policy, such as removing the County Attorney's previous very broad authority to decide these issues without burdening the individual members of the Commission with such decisions, and notwithstanding the more-recent amendment capping the hourly rate at \$175 for all work done in the requesting official's case, I still believe that the policy remains very sound, and that maintaining and adhering to it inures to the benefit of all the taxpayers of Leon County (of which I am one).

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Accordingly, I have considered the legal effect that the Commission's newly imposed cap on hourly rates may have on legal bills already "in the pipeline" when the County amended its policy to set the cap at \$175. And I have concluded that, as a matter of Florida law, the newly-imposed cap cannot reach back to change any contracts for legal services made and entered into previously, because any such a effect or forced change would violate Florida's Constitution regarding impairment of contracts.

In other words, the \$225 contractual hourly rate agreed to by Commissioner Rudy Maloy and me back in April 2002 cannot be set-aside or altered by any later amendments to the reimbursement policy which was in effect at the time the contract was made.

Nevertheless, this letter is to inform you as the Chair, and to inform all other members of the Leon County Commission as well, that as a general policy, the Minnick Law Firm does not ever argue with its clients about money owed to the firm. We always have and always will strive to accommodate all clients whenever there is any dispute or question regarding hours worked, fees billed or litigation-related costs and expenses charged.

We firmly believe that building a strong relationship of trust and mutual respect between the attorneys in this Firm and our clients is of far more importance than any amount of mere money; and we have always reduced our attorney hours worked, lowered our hourly rates, or otherwise found ways to give discounts and other accommodations to clients in order to lower all disputed amounts billed or charged. Our motto can be stated as this: If the client is unhappy, we are unhappy too.

I am also very much aware of all state and local governments' needs to save scarce taxpayer dollars and all other resources, especially in costly situations such as this when administrative decisions can be employed to avoid further drain on dwindling Leon County resources.

In fact, you may be interested to learn that I have represented the State of Florida and most of its agencies, departments, universities, and literally scores of present and former public officials, both elected and appointed, since 1981 when I was appointed to the position of assistant attorney general by then Attorney General Jim Smith.

And you should know that I have continued to defend Florida officials as well as many other governmental entities and officials at ridiculously low hourly rates ever since. I have even been to the Supreme Court of The United States to (successfully) defend Florida twice, while working in the private sector and only being paid at hourly rates of \$65 and \$75, respectively.

And so it is in the spirit of cooperation, and also in obedience to a much higher calling than mere accumulation of wealth, that I and this Firm are offering significant accommodations to Leon County, in order to come withing the current version of the County reimbursement policy. And I am doing so with the full and complete knowledge and agreement of my real client, Rudy Maloy.

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The requested rate of \$225 per hour is based upon the written contract made in April 2002 between Mr. Maloy and this Firm; you should also know that the contractual amount represents a significant discount (about 18.2%) downward from my regular hourly rate for this type of fierce protracted litigation, which is \$275 per hour. However, since the reduced hourly rate of \$225 owed to the Firm by Mr. Maloy is outside of the new cap imposed by very recent amendment to the old "reasonable hourly rate" language in the policy, we will accommodate Leon County accordingly.

If the County Commission will approve our request for reimbursement under the current policy, that is, reimbursement for the hours worked on the Maloy case calculated at the new (greatly reduced) hourly rate of \$175 per hour (that is 36.4% less than the Firm's \$275 regular hourly rate, and 22.2% lower than the requested rate of \$225), we will neither object nor seek judicial review of this imposition of the new cap to our reasonable hourly rate initially requested.

But that is not all. You may have noted that some of our bills to Commissioner Maloy include interest carrying charges calculated by the Firm's computerized billing system at the rate of 1.5% per month on all amounts past due more than 90 days. This interest carrying charge was agreed to in writing by Mr. Maloy in April 2002, and is a normal element of this law firm's billing practice in cases where the Firm is advancing large amounts of money to clients over extended periods of time. I believe the total amount of interest requested, as shown in the several separate bills, is \$6,160.20.

This proposed voluntary reduction in hourly rate and elimination of the \$6,160.20 in finance charges will immediately bring our initial request squarely under the acceptable terms of the newly amended reimbursement policy, and thus will allow the Commissioners to consider our proposed adjusted request accordingly, without having to consider any waiver of any element first.

Finally, in recognition of the obvious fact that Leon County is currently in the middle of a fiscal year and is operating on budgeted amounts established last fiscal year, the Minnick Law Firm will agree to accept only 50% of the final amount calculated under these two generous reductions now, and will allow Leon County to find additional resources needed to pay the remaining 50%, without interest, on or before February 1, 2002.

And of course, if there are any errors noted by the County Attorney in any of the Firm's bills as submitted, we will immediately accommodate the County in resolving such matters; as noted before, we do not argue about mere money matters, unless we are treated unfairly or summarily denied all fees earned and costs expended.

Should we be forced to litigate this issue, we will seek the full amounts due in accordance with Florida law, including the possibility of seeking a fee enhancement under applicable Supreme Court holdings. And unfortunately, the taxpayers of Leon County will be required to foot the bills of outside counsel and expend even more money than has already been spent, defending in the courts.

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We sincerely hope that you, with all your experience leading the way as the Chairwoman, and armed with this letter and the information and generous good-faith suggestions for amicable compromise contained herein, will act to convince others to join you and form a majority of the members of the Leon County Commission who should be able to see the plain obvious wisdom of following the County's long-standing policy in order to stop paying more fees to defense lawyers in future court proceedings.

By accepting the significantly reduced amounts now being offered in good-faith compromise by Mr. Maloy and the Minnick Law Firm, the Leon County Commission and the taxpayers of Leon County will enjoy immediate significant savings, and at the same time will also avoid the otherwise certainty of having to spend many more tens of thousands of scarce taxpayers dollars fighting about money. That is the reason the County adopted the reimbursement policy in the first place.

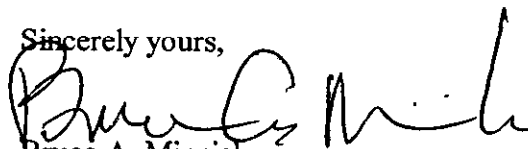
Some Commissioners quoted in the newspapers who appear to be threatening to vote no and thus to force this *administrative claim* to needless litigation, certainly cannot legitimately claim to be doing so to "save the County taxpayers' money."

Indeed, those who oppose the *administrative resolution* of this unnecessary dispute will more clearly be seen by the voting taxpaying public as needlessly spending even more taxpayers' money, and also seen as feathering the nests of some other lawyers no doubt waiting in the wings in great anticipation of yet another opportunity to begin billing the County at hourly rates far exceeding the \$175 per hour cap being agreed to and accepted voluntarily by Mr. Maloy and his defense attorneys.

It should be obvious to all that Commissioner Maloy is agreeing to these generous reductions mainly in order to stop further unnecessary litigation, and also to stop the County from having to pay any more unnecessary defense fees to highly-paid lawyers to defend losing cases. After all, Mr. Maloy is still liable to the Firm for the full amounts he agreed to, regardless of whatever amount the County ultimately pays.

Thank you for your thoughtful consideration of all these important issues.

Sincerely yours,



Bruce A. Minnick

cc: All County Commissioners  
Parwez Alam  
Herbert Thiele, Esq. ✓  
Client  
Mark Herron, Esq.